

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

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**SANTANDER SECURITIES  
LLC, and SANTANDER BANK,  
N.A.,**

Plaintiffs,

v.

**GARY GERACI,**

Defendant.

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: Civil Action No. 1:19-cv-12418-LTS  
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**~~JOINTLY PROPOSED~~ CONSENT ORDER**

AND NOW, this 1<sup>st</sup> day of December, 2019, upon consideration of the parties' Joint Motion for Stipulated Injunctive Relief, IT IS HEREBY ORDERED, ADJUGED AND DECREED, in an effort to avoid the time and expense of (i) an injunctive hearing scheduled in this matter on plaintiffs' motion for preliminary injunction, and (ii) an expedited injunctive relief hearing before FINRA Dispute Resolution, that said Joint Motion is GRANTED. It is hereby ORDERED that:

Defendant Gary Geraci and any person acting on behalf of or in concert with him, are restrained from:

- a. communicating directly or indirectly in whatever form, through the period ending November 22, 2020, with any customer, client or potential client of Santander Securities LLC and Santander

Bank, N.A. (collectively, “Santander”) whose identity became known to defendant as a direct or indirect result of his employment with Santander for the purpose of inviting, encouraging, or requesting such customer, client or potential client: (i) to transfer their securities brokerage, investment advisory, bank or insurance business to defendant and/or his current employer; (ii) to open a new account or purchase a new policy with defendant and/or his current employer; and/or (iii) to otherwise discontinue or reduce such client's existing business relationship with Santander or conduct securities brokerage, investment advisory, bank or insurance business with someone other than Santander;

- b. failing to return to Santander immediately (but no more than 5 business days from notice of this Order) all confidential information of Santander or Santander's clients or customers, or leads, prospective clients or customers, in defendant's possession, custody or control including, but not limited to, customer information, lists and records, business plans, strategies, products, services, programs, systems, databases,

methods of operation, financial information, policies, procedures or personnel information of Santander, as well as any non-public information disclosed by a client or customer, potential client or customer, or third party which Santander has agreed or is otherwise obligated to keep confidential, whether original, copied, duplicated, reproduced, computerized, handwritten, created from memory, compiled, or stored in any way whatsoever including electronically stored information and failing to certify to Santander in writing under oath of such return of information;

- c. misappropriating, disseminating, disclosing, copying or using, in whole or part, any of Santander's confidential information or trade secrets, including but not limited to customer lists and account information in whatever form;
- d. misappropriating, disseminating, disclosing, copying or using, in whole or part, any documents or information relating in any way to Santander's business that defendant obtained directly or indirectly through his employment with Santander; and
- e. destroying, erasing, disposing of, or otherwise making

unavailable for further proceedings in this matter, or in any arbitration proceeding between the parties, any records or documents (including data or information maintained in electronic format or on computer media) in defendant's possession, custody or control which were obtained from or contain information derived from Santander's records, which pertain to Santander's customers defendant served or whose names became known to him as a result of his employment with Santander, or which relate to any of the events alleged in the Verified Complaint in this action.

Nothing herein shall prevent defendant from servicing any client who has chosen to do business with defendant at his new employer or from responding to any client questions. Plaintiffs shall not interfere with a client's request to transfer his or her account.

The foregoing shall be without prejudice to defendant's defenses to plaintiffs' claims, including, without limitation, for monetary damages in a related FINRA arbitration, which, pursuant to FINRA Rules, will proceed on a non-expedited basis. This Order shall remain in effect until vacated, made permanent, or otherwise modified pursuant to such FINRA arbitration.

For good cause shown, being the financial assets of Santander and stipulation of the parties, security for the foregoing injunctive relief shall not be required. Following entry of this Order, the above-captioned action shall be dismissed and this Court shall retain jurisdiction solely with respect to the enforcement hereof.

BY THE COURT:



*[Handwritten signature]*

\_\_\_\_\_, USDJ

Dated: 1:46 PM, Dec 1, 2019.